

APPENDIX E  
INSTITUTIONAL NETWORK AND  
GOVERNMENTAL AND EDUCATIONAL ACCESS SUPPORT

## APPENDIX E

### I. INSTITUTIONAL NETWORK

#### A. BASIC OBLIGATIONS

The Company will provide the following to the City:

1. Five (5) fiber drops, at no cost to the City and dedicated solely to City use, in the District for a maximum of approximately one hundred fifty (150) feet of underground trenching per drop; approximately six hundred (600) feet of aerial wiring per drop; or for a drop consisting of both underground trenching and aerial wiring, a maximum of approximately one hundred (100) feet of underground trenching and approximately three hundred (300) feet of aerial wiring; provided, however, that such limitations shall not apply to use of existing Company conduit. For purposes of this Appendix E, a “fiber drop” is the fiber optic connection from the Company’s backbone (“backbone” is defined in this Appendix E as any portion of the Company’s subscriber fiber optic system that contains twenty-four (24) or more fiber strands) to the termination point, (“termination point is the point where the fiber strands connect to the equipment located at the City site), and does not include the fiber strands in the Company’s subscriber fiber optic network. Each fiber drop shall consist of at least four (4) fiber strands that conform to current industry standards of high quality, and shall include all endpoint terminations to such dedicated fibers and all splicing from the Company’s fiber network to such dedicated fibers.
2. Ten percent (10%) maximum of the capacity (but in no event more than six (6) fiber strands) of the backbone of the Company’s subscriber fiber optic network for connections of fiber drops or interconnect locations. Upon request of the City, such capacity shall be dedicated to use solely by the City. The Company also shall use best efforts, including, but not limited to, provision of alternative routes and utilization of State-of-the-Art technology, to provide the City with capacity as needed equivalent to two (2) fiber strands in addition to the six (6) fiber strands, and shall allow the City to use advanced technology to increase the capacity of the six (6) fiber strands.
3. At the election of the City, provide telecommunications equipment or services and/or establish a fund for any telecommunications purposes, provided that the combined aggregate actual cost of the equipment or

services plus the amount of the fund shall not be in excess of Six Million Two Hundred Fifty Thousand Dollars (\$6,250,000) for the Company and the other Cablevision-affiliated City cable television franchisees. Expenditures from such fund shall be directed by the Commissioner in consultation with the Comptroller and the Borough President.

4. Overall maintenance as provided in I.C of this Appendix E.
5. Appropriate space, not to exceed two (2) standard racks, and primary and back-up power in a head-end office or other Company location, as appropriate, for collocation of the City's equipment.
6. In order to ensure the seamless connectivity of the City's Institutional Network throughout all franchisees' networks, the Company shall install a twelve (12) fiber strand bridge cable from the Company's backbone to a maximum of two (2) other networks in the District for a maximum distance per bridge of two hundred fifty (250) feet, provided that such limitations shall not apply to interconnections, such as splicing, that are made in the Streets between the Company's subscriber fiber optic network and other networks. The Company shall cooperate with the City and other franchisees to determine optimal interconnection points to accomplish the above-referenced goal of seamless connectivity.

**B. CITY-WIDE PROVISIONS**

1. The City shall have the exclusive right, title and interest in and to the City fiber drops, which are described above in I.A.1 of this Appendix E that were not collocated, when they were initially constructed, with the Company's subscriber fiber optic network, and such City fiber drops shall be used by the City for whatever the City deems appropriate so long as it is not used for the sale of Services in competition with the Company's Services provided thereon. Title to the fiber strands in the Company's subscriber fiber optic network that are used by the City, which are described above in I.A.2 of this Appendix E, shall be held by the franchisee for the benefit of the City.
1. In the event that the City requests any Additional Services other than those required in this Appendix E, the Company shall provide those services to the City at cost (labor and materials) plus eight percent (8%). For purposes of this Appendix E, "Additional Services" shall consist of services provided for any facilities that the Company is not obligated under this Appendix E to install or to maintain.

3. Notwithstanding the foregoing, the Company must provide reasonable and free engineering, consultation and support services to assist the City in developing the City's fully interconnected Institutional Network, and appropriate documentation of the Company's subscriber fiber optic network.

C. MAINTENANCE

1. The Company will be responsible for maintaining and restoring (in the event of a cable damage or failure) the portions of the Company's subscriber fiber optic network used by the City and collocated with the Company's network. Maintenance and restoration of City network facilities other than those described herein shall be treated as Additional Services pursuant to I.B.2 of this Appendix E.
2. Maintenance shall include, at a minimum, fiber cable monitoring, testing and documentation of fiber decibel ("Db") loss budgets that conform to current industry standards of high quality, updates of engineering drawings and documentation and maintenance of any plant installed by the franchisee. Franchisee's maintenance obligations under this Section I.C. of this Appendix E shall not include maintenance of any facilities provided pursuant to Section I.B.2 of this Appendix E.
3. Subject to I.A.1 of this Appendix E, the franchisee is required to begin repair of interrupted or degraded service, or to take such necessary and appropriate measures to ensure service integrity, as soon as reasonably possible upon learning of such interrupted or degraded service or risk to service integrity. Such necessary and appropriate measures to ensure service integrity may include replacing fiber strands that are allocated for City use and collocated with portions of the Company subscriber fiber optic network that the Company has undertaken to replace. Notwithstanding the immediately preceding sentence, subject to the force majeure provision of Section 16.5 of this Agreement, as expeditiously as possible but no later than three (3) hours after notification by the City or another person of such interrupted or degraded service or risk to service integrity, the franchisee shall be required: (i) to take such necessary and appropriate measures as are reasonable which would indicate the commencement of the repair of the interrupted or degraded service, or (ii) to take such other necessary and appropriate measures as are reasonable which would ensure service integrity.

## II. GOVERNMENTAL AND EDUCATIONAL ACCESS

### A. Capital Grant

1. At or prior to the Closing, the Company (and the other Cablevision-affiliated City Cable television franchisees) shall provide to the Comptroller an aggregate of Two Million Five Hundred Thousand Dollars (\$2,500,000) in capital funds for use by the City for facilities and equipment to be utilized in connection with the Governmental Channels. Such amount shall be held by the Comptroller in a dedicated account and shall accrue interest which shall be added to the account. The Comptroller shall disburse funds from the account at the direction of the Commissioner.